

REQUEST FOR PROPOSAL FOR CONDUCT OF EXTRA TEACHING IN SENIOR SECONDARY RESIDENTIAL SCHOOLS FOR MERITORIOUS STUDENTS, BATHINDA

SHORT TERM TENDER
(ONLY E-TENDER MODE)

2023-2025

PROJECT DIRECTOR, MERITORIOUS SOCIETY

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Disclaimer

- a) The information contained in this Request for Proposal (RFP) or subsequently provided to the Bidders (whether verbally or in documentary or in any other form by or on behalf of the Tender Authority or any of their Employees or Advisers) is provided to the Bidders on the Terms & Conditions set out in this RFP and such other Terms & Conditions subject to which this information is provided.
- b) This RFP is not an agreement and is neither an offer nor invitation by the Tender Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.
- c) This RFP includes statements, which reflect various assumptions and assessments arrived at by the Tender Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
- d) This RFP may not be appropriate for all persons, and it is not possible for the Tender Authority, its Employees or Advisers to consider the objectives, technical expertise and particular needs of each Party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, reliability and completeness of assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- e) Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Tender Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein incurred or suffered on account of anything contained in this RFP or arising in any way by participating in this Bid process or otherwise, including accuracy, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- f) The Tender Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
- g) The Tender Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- h) The issue of this RFP does not imply that the Tender Authority is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the Project and the Tender Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- i) The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage,

delivery fees, expenses associated with any demonstrations or presentations which may be required by the Tender Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Tender Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation of submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

- j) The Tender Authority, its Employees and Advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or arising in any way by participating in this Bid process or otherwise, including accuracy, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- k) The Tender Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
- l) The Tender Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

1. Bid Data Sheet

S. No.	Information	Details
1	Tender Authority	Project Director, Meritorious Society
2	RFP Number	12/2023
3	Name of the Assignment	Conduct of Extra Teaching in Senior Secondary Residential School For Meritorious Students, Bathinda
4	Consortium	Consortium not allowed
5	Email ID	meritorious.punjab@punjabeducation.gov.in
6	Cost of this RFP Document	Rs. 5,000/- (Five Thousand Only) Non refundable for each school.
7	Date of release of RFP	09.10.2023
8	Last date and Time of sale of Tender Document	30.10.2023 upto 17.00 hours
9	Pre-bid Meeting (If need be)	-
10	Date and Time for opening of Technical Bid	01.11.2023 at 11.00 hours
11	Opening of Financial Bid	After the opening of Technical Bid
12	Validity Period for Proposal	90 days from the submission of financial bid
13	Term of Contract	For existing Class 10+1 and 10+2 - till completion of Professional Competitive Exams after 10+2 Board exam. The term of contract shall be applicable for the remaining academic session 2023-24 and 2024-25 for 10+1 and 10+2 upto July, 2025.

2. Introduction

The Punjab Government has opened up ten Senior Secondary Residential Schools for Meritorious Students for imparting quality education to students of class 10+1 and 10+2 in Non-Medical, Medical and Commerce stream only with the aim to train them to qualify the test for entry into professional courses of repute/colleges after 10+2 board exams. The medium of instruction in these schools is English and these are boarding (residential) co-ed schools. These Schools are working under the supervision of Society for Promotion of Quality Education for Poor and Meritorious Students of Punjab. With a view to achieve the stipulated aims we are looking for reputed professional Coaching House/Institute/Centre/Organization who can impart quality extra coaching to these students and train them to qualify different competitive exams for entry into professional colleges.

3. Scope of Work

3.1 To provide extra coaching to students of 10+1 and 10+2 class of Senior Secondary Residential School For Meritorious Students, **Bathinda** established under Society for Promotion of Quality Education for Poor and Meritorious Students of Punjab as per following table:

(GROUP - A) Table -I for Class - XI

Sr. No	Stream	Approximate no of students	Number of Sections
1	Medical	70-100	Upto 03
2	Non-Medical	200-300	Upto 06
3	Commerce	70-100	Upto 03

(GROUP - B) Table -I for Class - XII

Sr. No	Stream	Approximate no of students	Number of Sections
1	Medical	50-70	Upto 03
2	Non-Medical	200-300	Upto 06
3	Commerce	50-90	Upto 03

3.2 Teaching shall be conducted from every Monday to Saturday in the school premises only in the afternoon or in the morning for minimum 1 ^{1/2} hours or as decided mutually between the successful Bidder and competent authority. On every Sunday, the students will be given the test in the syllabi covered during the preceding week.

- i. Teaching shall be conducted only by that staff of the bidder.
- ii. In case a faculty member is unwell/not able to attend duty due to unavoidable circumstances, a suitable replacement after approval from competent authority shall be provided by the selected Coaching House/Institute/Centre/Organization, but this should not be a practice.
- iii. Printed study material such as notes, modules, etc. shall be provided by the Coaching House/Institute/Centre/Organization on good quality printing paper of at least 80GSM at no extra cost. Coaching House/Institute/Centre/Organization should take a prior approval from the Principal concerned for the study material to be distributed to students.
- iv. Coaching House/Institute/Centre/Organization is free to use his software/aids for conduct of class. No extra payment will be made for this.
- v. Detailed programme including schedule as submitted or as per instructions given by Society/ Principal shall be strictly followed, failing which a penalty upto 10% of monthly contractual amount can be imposed by the Competent Authority.
- vi. The Coaching House/Institute/Centre/Organization shall be responsible for the conduct and behavior of their faculty/ staff. Any misconduct shall be severely dealt under the provisions of law and punitive action may be taken.
- vii. The Coaching House/Institute/Centre/Organization shall be responsible to follow general labour laws, employment Act and Wages Rules i.e. the Coaching House/Institute/Centre/Organization shall be solely liable to deal with any labour dispute, regarding conditions of employment etc. and in case of any dispute affecting the Society; the Society shall be entitled to withhold the payment of the Coaching House/Institute/Centre/Organization, with respect to the corresponding amount.
- viii. Mock tests and discussions with feedback from students should be done periodically and report on the above should be submitted to Principal of the School.
- ix. Nature of conduct of test should be of same type, as that, for which students have to appear in Competitions Examination(s).
- x. The Coaching House/Institute/Centre/Organization bidding for the work of extra teaching must have all Govt. Clearances/license to run such a business.
- xi. For any death or injury caused to faculty during the conduct of the teaching, the Society for Promotion of Quality Education for Poor and Meritorious Students of Punjab shall have no obligation.
- xii. Extra coaching shall start immediately after board exam.
- xiii. In case of any dispute arising out of interpretations of any clause, terms or conditions, it will be endeavored to be solved mutually, failing which the matter shall be referred to the Secretary, School Education, Punjab whose decision shall be final and binding on both parties.

- xiv. Notwithstanding anything contained in the agreement, this agreement can be terminated at any time by either party by giving **two month** notice to the other party.
- xv. The Coaching House/Institute/Centre/Organization shall not assign, in whole or in part, its rights and obligations to perform under this Contract to a third party, directly or indirectly.
- xvi. Coaching House/Institute/Centre/Organization shall not work in association with some other party to meet the conditions.
- xvii. All statutory obligations / liabilities like Salary, ESI, and PF as per labour laws for manpower employed will be the sole responsibility of the Coaching House/Institute/Centre/Organization.
- xviii. The successful Coaching House/Institute/Centre/Organization will have to deliver and shall receive payments according to the time schedule and terms agreed upon in the project charter and contract.
- xix. All payments will be subjected to tax or any other Govt. levies deduction at source as applicable at the prevailing rates.
- xx. The Successful Bidder shall have to sign an agreement on Non-Judicial Stamp Paper of **Rs. 2,000/-** (Rupees Two Thousand Only) on award of work.
- xxi. Earnest money shall be refunded within **30 days** from award of work.
- xxii. Successful and approved Coaching House/Institute/Centre/Organization will deposit **10%** value of awarded work as performance of Bank Security within 7 days of signing of agreement as mentioned in clause 7.4.
- xxiii. Minimum faculty to be deployed by the house should be as per Annexure-V
- xxiv. Minimum qualification and experience for faculty members is as per following table. Qualification should be recognized by UGC. Attach detail of faculty members as per Annexure IV All their documents should be self attested by them and countersigned by the prop. Or authorized signatory of the Coaching House/Institute/Centre/Organization.

Sr. No	Stream	Minimum Qualification	Minimum Coaching Experience Required after completion of higher qualification
1	Non-Medical	M.Sc., B.Ed. Or B.Tech in relevant subject.	Three years
2	Medical	M.Sc., B.Ed. Or B.Tech in relevant subject.	Three Years
3	Commerce	M.Com or CA or ICWA or MBA or MBE in relevant subject	Three Years

4. General

- i. Bids are invited from eligible Coaching Houses/Institutes/Centers/Organizations for conduct of extra teaching classes in Senior Secondary Residential School for Meritorious Students, **Bathinda**.
- ii. While every effort has been made to provide comprehensive and accurate background information and requirements, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisors in relation to this RFP.
- iii. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Tender Authority on the basis of this RFP.
- iv. While preparing the bids, the Bidders are advised to provide separate EMD for each of the bids as per 5.12 they are intending to submit, avoid sharing of resources across the bid to the extent possible and exclusively demonstrate their capability to manage multiple bids in their technical proposal.
- v. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract is executed by or on behalf of the Tender Authority. Any notification of preferred Bidder status by the Tender Authority shall not give rise to any enforceable rights by the Bidder. The Tender Authority may cancel this public procurement at any time prior to a formal written contract being executed at any time.
- vi. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

5. Bidding Process

5.1 RFP Document Fees

1. The Bidder may obtain the RFP document from website <https://eproc.punjab.gov.in> by paying the document fee **Rs. 5,000/-** (Rupees Five Thousand only) non refundable as cost of tender form by online payment, RTGS/NEFT/Credit & Debit Card/Internet Banking and processing fees of Rs. _____ of _____ through online. Payment through demand draft or any other mode is not acceptable.

2. Bidders shall submit, along with their Bids, EMD of INR 6 lacs per school (Rs. 2 lacs per stream). If a vendor has bid for one stream he/she will go for EMD exemption option for Rs. 4 lacs. The vendors who apply for two streams will go for EMD exemption option for Rs. 2 lacs. There will be no exemption/option for vendors who **apply** for three streams.

3. The EMD will be submitted in the form of RTGS/NEFT/Credit & Debit Card/Internet Banking only. EMD in any other form shall not be entertained.

4. If cost of the tender document & Earnest Money deposit are not paid, bid will be rejected out rightly.

5. Aspiring bidders who have not obtained the USER ID & Password for participating in E-tendering may obtain the same by registering in e-procurement portal <https://eproc.punjab.gov.in>. The bidders once registered on above portal can participate in the tender for Extra Coaching.

6. For any clarifications, please contact Project Director, Meritorious Society Ph. No. 0172-5212367/ 5098465 on any working day from 9:00 am to 5:00 pm.

7. There is no limit to data that can be uploaded on website <https://eproc.punjab.gov.in>, however, for ease of uploading and downloading, **vendors will be advised** to compile data into files and upload. Capacity of each upload file should not be more than 4 MB, preferable to keep it even less.

Perspective Vendors are advised to start uploading process well on time and not leave it to the last minute as **the** same shall take time because of the data involved. The Meritorious Society will not entertain **requests** for extension of time for uploading the bid document.

5.2 Compliant Proposals / Completeness of Response

(a). Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

(b). Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

- i. Include all documentation specified in this RFP.
- ii. Follow the format and content of this RFP and respond to each element in the order as set out in this RFP
- iii. Comply with all requirements as set out within this RFP.

5.3 Clarifications and Pre-Bid Meeting

- i. All those who have obtained bid document can participate in pre-bid meeting to seek clarification on the bid, if any.
- ii. The Bidders designated representatives (Maximum 2) are invited to attend the Pre-Bid Conference at their own cost. The Bidders must bring proof of purchase of RFP of respective organization.
- iii. Non-attending of the pre-bid conference will not be a cause, for disqualification of a Bidder.

5.4 Responses to Pre-Bid Queries and Issue of Corrigendum

- i. The Tender Authority will endeavor to provide timely response to all queries. However, Tender Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Tender Authority undertake to answer all the queries that have been posed by the Bidders.

- ii. At any time prior to the last date for receipt of bids, Tender Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document through corrigendum.
- iii. Any such corrigendum shall be deemed to be incorporated into this RFP.
- iv. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Tender Authority may, at its discretion, extend the last date for the receipt of Proposals.

5.5 Proposal Preparation Cost

The Bidder is responsible for all costs incurred in connection with participation in this process, including but not limited to, costs incurred for information gathering and other due diligence activities, participation in meetings, presentations, preparation of proposal and in providing additional information required by the Tender Authority and in negotiating a definitive contract or all such activities related to the bid process. Tender Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.6 Tender Authority's Right to terminate RFP Process

- i. The Tender Authority reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time prior to award of contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tender Authority's action. The Tender Authority makes no commitment, expressed or implied that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by the Tender Authority. The Bidder's participation in this process may result in Tender Authority selecting the Bidder to engage in further discussions toward execution of a contract. The commencement of such discussions does not, however, signify a commitment by the Tender Authority to execute a contract.

5.7 Amendment to RFP

Tender Authority may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out the Bidders may be asked to amend their proposal due to such amendments. No separate communication shall be sent to any prospective Bidders. Bidders are advised to keep on checking the website.

5.8 Language of Proposal

The proposal and all correspondence and documents shall be in English. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern. All proposals and accompanying documents received within the stipulated time will become the property of the Tender Authority and will not be returned.

5.9 Documents comprising the Bid

The Bid submitted by the Bidder shall comprise of:

- i. Technical Proposal
- ii. Commercial Proposal.

5.10 Submission of Bids

- i. Bidders are expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender. Failure to furnish necessary information as required in the RFP or submission of a bid not substantially responsive to all the requirements of the tender are sufficient grounds for rejection of bids.
- ii. Bids and associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings must be initialed by the authorized person signing the Bid.
- iii. Bidders shall submit their bid through online mode on or before the last date and time for submission of bids as per document control sheet.
- iv. Every page of the documents submitted by the Bidder must be duly signed by the authorized signatory of the Bidder along with the Organization seal.
- v. Each page of all parts should be serially numbered and in conformity with the eligibility. **Qualifications** should be clearly indicated using an index page.
- vi. If any document is not uploaded by the Bidder at the time of submission of bid in support of Bidder's Eligibility Criteria, the evaluation of bids will be based on available documents in the bid and non submission of documents will be treated as non availability of documents. Tender Authority, however, reserves its right to requisition any document at its discretion for its satisfaction.
- vii. No Bidder is allowed to modify, substitute, or withdraw their bid after its submission.
- viii. Bidders shall submit their Proposals through online mode on or before the last date and time for receipt of proposals as mentioned in document control sheet.

5.11 Deadline for submission of Bids

- i. The last date & time for submission of Bids is the same as that mentioned in this Volume of the RFP (unless otherwise revised by the Tender Authority and made known to all participating Bidders through E-mail).
- ii. All Bids received after the last date & time of submission shall be summarily rejected.
- iii. The Tender Authority shall not be responsible for any delay or non-receipt/ non-uploading of the documents. No further correspondence on the subject will be entertained.
- iv. The Tender Authority reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

5.12 Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their Bids, EMD of INR 6 lacs per school (Rs. 2 lacs per stream). If a vendor has bid for one stream he/she will go for EMD exemption option for Rs. 4 lacs. The vendors who apply for two streams will go for EMD exemption option for Rs. 2 lacs. There will be no exemption option for vendors who applies for three streams.
- ii. The EMD will be submitted in the form of RTGS/NEFT/Credit & Debit Card/Internet Banking only. EMD in any other form shall not be entertained Bid without adequate EMD will be liable for rejection without providing any opportunity to the Bidder concerned.
- iii. The EMD amount will be interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- iv. The EMD may be forfeited:
 - i. If a Bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP.

5.13 Deviations

- i. No deviations/assumptions/recommendations shall be allowed with bid. Bidders must ensure that pre-bid conference is attended by their concerned senior people so that all the doubts, clarifications& ambiguities regarding bid document & project are resolved well before bid submission.
- ii. Any conditional bid shall be rejected.

5.14 Bid Opening

- i. Opening of the Bids will take place in the following stages:
 - i. Technical Bid
 - ii. Financial Bid

5.15 Validity of Bids

All proposals shall be valid for a period of 90 Days from the date of submission of the financial bid. A proposal valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at the sole discretion of the Tender Authority, the Tender Authority may solicit the Bidder's consent for an extension of the validity period of bid as well as EMD. Such request and responses shall be made in writing.

5.16 Modification, Substitution & Withdrawal of Bids

No Bid can be withdrawn in the interval between the deadline for its submission and the expiration of the validity period as specified. Once the Bids are submitted, no modifications and/or substitutions will be allowed in them.

5.17 Format & Contents of Bids

5.17.1 Technical Proposal

The complete project requirements have been elaborated in this RFP. Online with this, Technical proposal should comprehensively indicate each of the following (in the order given in Technical - Qualification Checklist (Annexure-VI) Technical Proposal will be evaluated as per criteria mentioned at Page 16 to 18.

5.17.2 Technical Evaluation Criteria

Sr. No	Parameter Description	Evaluation Parameter	Evaluation Criteria	Marks	Supporting Documents Required
1	Be in profession of coaching in science and commerce for more than last three years	Three year in same profession. More than three years in the same profession		10 20	PAN Card / IT Return/ last two year telephone bill/Electricity Bill/shop and Establishment act Certificate/sale Tax and Service tax certificate/Current account statement of last two years/Registered lease agreement with utility bills. All above should be in the name of Coaching House/Institute/Centre/Organization/proprietor of house.
2	Turnover during the last two financial years	(a) Turnover last two years (Rs. 10.00 lac per year) (b) If it is more than 10 lac	10.00 lacs	5 10	Audited financial statement/ Balance sheet certified by CA.
3	Coaching Centre at Punjab or Chandigarh	Coaching Centre at Punjab or Chandigarh (institutes situated other than this territorial area not eligible)		10	PAN Card / IT Return/ last two year telephone bill/Electricity Bill/shop and Establishment act Certificate/sale Tax and Service tax certificate/Current account statement of last two years/Registered lease agreement with utility bills. All above should be in the name of Coaching House/Institute/ Centre/Organization showing local address.
4	Total Regular faculties employed in the house stream wise (For the last three years)	No. of Manpower less than 5 not eligible (a) if man power is 5 in stream of quoting the rate (b) if man power is more than 5 in stream for which rates are quoted		5 10	Pay Roll or Bank statements /Self certificate by Authorized signatory clearly showing names and contact numbers of faculties.

II Relevant Past Experience					
1	15 No. of trained students per stream for last four years	No. of students (if less than 15 students per year not eligible) (a) if 15-20 students per year in specific stream for which rates are quoted (b) if more than 20 students per year in specific stream for which rates are quoted		5 10	Authentic proof of enrollment like fee receipts, attendance register or self certificate by Authorized signatory indicating name and contact number of students.
2	Total Achievements at State and National Level Stream wise last four years.	No. of Students got ranks/ positions at state and National level in the last 4 years. (less than 10 is not eligible) (a) if 10 -15 students in particular stream (b) if more than 15 students in particular stream		5 10	Results of Students with their name, complete address and contact no./self certificate from authorized signatory with name and contact no. of students.
Total				70	

Financial bid of only qualifying bidders who qualifies in the technical bid with **40** marks shall be opened.

The total marks of financial bid shall be 70 marks. The bidder which is L-1 of particular school and stream shall get full marks. L2 and L3 rates shall be added based upon percentage marks secured **vis-à-vis** L1 rates.

5.17.3 Commercial Proposal

The Bidder has to provide the following costs as per financial format. (Annexure VII) Rates should be stream wise school wise per student per month inclusive of all the taxes.

5.18 Payment Schedule

Payment schedule will be within 90 days from the date of invoice/bill is submitted. Conditions for payment schedule are as under:-

1. The contractor will submit the Attendance certificate of faculty members duly signed by the Principal.
2. Attendance certificate of students who attended the coaching during the month signed by the Principal.
3. The payment will be made for the days for which coaching has been conducted. No payment will be made for the holidays (for more than three days) /vacation period etc.

5.19 Penalties

If the coaching house fails to conduct coaching for more than five days in a month, no payment will be made for that month. If the same is repeated for more than three times, the contract can be cancelled and bank guarantee can be forfeited.

If it is found at later date that the bidder has furnished in correct information during the tender process it shall be liable for **penalty upto above extent** besides the right of the tender authority to cancel his contract and forfeited the EMD and Bank Guarantee.

No payment shall be made if the school/society declares holidays during the academic year. The society can decide whether to hold classes during that period and if classes are not held no payment shall be made for that period and if the successful tenderer of his own does not deploy the teaching staff during the period of working days then society shall deduct his payment on pro rata basis.

Detailed programme including schedule as submitted or as per instructions given by First Party shall be strictly followed, failing which a penalty upto 10% of total monthly contract amount can be imposed by the First Party.

That the Second Party shall provide advance information about the date of conduction of various Professional College Entry Exams, and assist the students in filling-up the application forms (including online applications), failing which a fine of 5% of the bill amount will be imposed on the Second Party.

That only faculty shall impart coaching, which was annexed with the technical bid approved by the Second Party and any change of faculty in between without the approval of competent authority shall invite 5% penalty on the bill of the that month per coaching member. Approval for change of faculty shall be given only under special circumstances and not as a rule but as an exception after the approval of Project Director.

The Meritorious Society shall conduct a Mock Test immediately after class 10+1 examination through an independent agency. The syllabus will be of India level examinations, if the results are below 20% in that particular stream then 10% penalty of the last three month bills will be imposed and Performance Bank Guarantee will also be forfeited.

If the results are below 20% in a stream in all India examination then 10% penalty in each stream will be imposed and Performance Bank Guarantee will also be forfeited.

6. Evaluation of Bids

- i. The Tender Authority will constitute a Proposal Evaluation Committee to evaluate the responses of the Bidders.
- ii. The Proposal Evaluation Committee constituted by the Tender Authority shall evaluate the responses to the RFP and all supporting documents / documentary evidences. Inability to submit requisite supporting documents / documentary evidences, may lead to rejection of bid.
- iii. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
- iv. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- v. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- vi. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- vii. The Evaluation Committee may elicit clarifications from the Bidders at any stage of bid. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents.

6.1 Disqualifications

Tender Authority may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- ii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding two years;
- iii. Submitted a proposal that is not accompanied by required documentation or is nonresponsive;
- iv. Failed to provide clarifications related thereto, when sought;
- v. Submitted more than one Proposal (directly/in-directly);
- vi. Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- vii. Submitted a proposal with price adjustment/variation provision.
- viii. Not submitted in as specified in the RFP document
- ix. Suppressed any details related to bid
- x. Submitted incomplete information, subjective, conditional offers and partial offers submitted
- xi. Not submitted documents as requested in the checklist
- xii. Submitted bid with lesser validity period
- xiii. Any non-adherence/non-compliance to applicable RFP content

6.2 Evaluation of Technical Bids

- i. The Technical Proposals will be evaluated against the requirements specified in the RFP and the Technical Evaluation Criteria

Consequent upon the evaluation as per technical evaluation criteria, each Technical bid will be assigned a Technical Score out of a maximum of 70 points. Qualifying marks for coaching House profile, relevant past exp. and methodology is **40** out of 70. The Institute/Firm not qualifying in technical bid **will not be considered for commercial bids**.

6.3 Evaluation of Commercial Bids

- i. For the purpose of evaluation of Commercial Bid, the bids will be evaluated stream wise.
- ii. The financial evaluation of the proposal will be by determining whether the Financial Proposals are complete, unqualified and unconditional for the entire State or each zone (as the case may be).
- iii. The Financial bid price will be all **inclusive** and will include, inter-alia all taxes including service tax and incidentals and all other expenses, etc.

- iv. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services (Bid Price). Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfill its obligations as per the Scope of Work within the total quoted price shall be that of the Bidder.
- v. No pre-tender or post-tender tender negotiation with any Bidder including successful Bidder shall be allowed.
- vi. Any conditionality included in the financial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- vii. The bids shall be opened and evaluated first as per the procedure below:-
 - i. The Bidder with lowest Commercial Quote (L1) will be declared as most responsive Bidder and shall be called for further Contract Finalization process.
 - ii. In case of a tie of lowest, then the Bidder having the highest Technical Score (T) among such Bidders will be reckoned as L1.

6.4 Errors & Rectification:

- i. If there is a discrepancy between words and figures of the total price, the amount in words will prevail.
- ii. If the Bidder doesn't accept the correction of error(s) as specified, its bid will be rejected.

7. Award of Work

7.1 Award Criteria

After evaluation of the proposals, a contract will be awarded to the Bidder to the most responsive Bidder and has been determined as the L1 bid stream wise, whose proposal conforms to the RFP and is, in the opinion of the Tender Authority, the most advantageous and represents the best value to the project, price and other factors considered.

7.2 Notification of Award

Prior to expiry of the validity period, the Tender Authority will notify in writing that the successful Bidder's proposal has been accepted. Upon the successful Bidder's furnishing of a security, the contract signing process will commence. In case the tendering process / public procurement process has not been completed within the stipulated period, the Tender Authority may like to request the Bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful Bidder's furnishing of security, the Tender Authority will notify each unsuccessful Bidder and return their EMD.

7.3 Signing of Agreement

Once the Tender Authority notifies the successful Bidder that its proposal has been accepted, the Tender Authority shall enter into a separate Agreement, incorporating all

agreements (to be discussed and agreed upon separately) between the Tender Authority and the successful Bidder.

7.3.1 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award and forfeit the EMD. Tender Authority reserves the right to take to call for new proposals from the interested Bidders.

7.4 Performance Bank Guarantee

- i. Performance bank guarantee shall be 10% of total amount valid for a period of 90 Days beyond the date of expiry of the contract. This shall be applicable to only the successful/L-1 vendor and obtained before signing the agreement on **Rs. 1000/-** (Rupees One Thousand Only) stamp paper.
- ii. In the event of the Bidder being unable to service the Agreement for whatever reason, the Tender Authority would have the right to forfeit the security
- iii. No interest shall be given on the amount of security.

7.5 Fraud and Corruption

All the Bidders must observe the highest standards of ethics during the process of performance and execution of contract. For this purpose, definitions of the terms are set forth as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Society or its personnel in contract executions.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Society of the benefits of free and open competition.
- iii. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work given in RFP.
- iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- v. Tender Authority will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- vi. Tender Authority will declare a Bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if Bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

- vii. The Bidder will not engage or retain any consultant/individual to facilitate or lobby for award of contract. Canvassing by its agent(s) for getting the contract awarded will be construed as corrupt practice.

7.6 Governing Laws / Jurisdiction Arbitration

- i. All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred by the Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab who will forward it to the Secretary to Government of Punjab, Department of School Education who shall be the sole arbitrator. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification re-enactment thereof for the time being in force. Such arbitration shall be held at SAS Nagar (Mohali).
- ii. In all matters and disputes arising hereunder the appropriate Courts at SAS Nagar (Mohali) shall have jurisdiction to entertain and try them.
- iii. Project Director reserves the right to accept or reject any bids without assigning any reason.

7.7 INSPECTION

The Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab or its representative of Society, and other Officers shall always have the right and liberty to do surprise inspection(s) of teaching classes being conducted.

8. Annexures

8.1 Annexure I: Format for submission of Queries

Sr. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

8.2 Format for Technical Proposal

Annexure-II: Format for Proposal Covering Letter

Date: DD-MM-YYYY

The Project Director

Ref: Request for Proposal: Conduct of extra teaching in school for meritorious students

Dear Sir/Madam

1. Having examined the RFP documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP. To meet such requirements and provide such services as set out in the RFP documents, we attach hereto our response to the RFP document, which constitutes our proposal for being considered for appointment as the Coaching House/Institute/Centre/Organization for providing extra teaching to students of Meritorious School, **Bathinda**.
2. We are submitting our bid for the above referred RFP.
3. We undertake that this is our sole participation and we are not participating or co-participating in this bid through any other related party or channel.
4. We undertake, if our proposal is accepted, to adhere to the Project Schedule put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and the Tender Authority or its appointed representatives.
5. If our proposal is accepted, we will submit a Security in the format given in the RFP document issued by a Scheduled bank in India, acceptable to the Tender Authority, as per the details specified in the RFP documents for due performance of the Agreement.
6. We agree to the unconditional acceptance of all the terms and conditions set out in the RFP documents.
7. We have read all the terms and conditions set out in the RFP documents and confirm that these are unconditionally acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Proposal shall not be given effect to.
8. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the Tender Authority is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Tender Authority as to any material fact.
9. We have indicated the rates in our commercial bid for the purpose on account of payment.

10. We confirm having submitted the information as required by you in your RFP documents. In case you require any other further information/documentary proof in this regard during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
11. It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of **2023**
(Signature) (In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company) (Seal/Stamp of Bidder)

Enclosure: Copy of Power of attorney/Board resolution in name of authorized signatory

8.3 Annexure-III: Format for furnishing General Information

Bid Reference No. :

Sr. No.	Particulars	
1.	Name of Coaching House/Institute/Centre/ Organization	
2.	Contact Details	
	a) Address	
	b) Telephone	
	c) Fax	
	d) Email	
	e) Website	
3.	Name of Authorized Signatory	
	a) Position	
	b) Telephone	
	c) Fax	
	d) Mobile	
	e) Email	

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for

And on behalf of.....

8.4 Annexure: IV

Bio data of Faculty

Name:	
Father's Name:	
Date of Birth:	
Address:	
Contact No:	
Email:	
Qualification:	
Total Coaching Experience	

Attach latest photograph.

* The Bio-data of faculty shall be supplied separately for each faculty member.

Detail of Qualifications (In Chronological order):

Sr. No.	Exam Passed	Name of Institute	Year of passing	Percentage	Subjects Studied

Detail of Coaching Experience (After acquiring highest qualification)

Sr. No.	Name of Institute	Subject taught	Period From ___ to ___	Total Period

Signature of Faculty

I, the undersigned, certify that above profile correctly describes about qualifications and experiences about my staff to the best of my knowledge. I understand that any willful misstatement described herein may lead to my Coaching House/Institute/Centre/Organization's disqualification or dismissal, if engaged.

[Signature of authorized signatory

And on behalf of.....]

Date..... Place.....

8.5 ANNEXURE - V

Stream/subject wise minimum faculty to be deployed by the vendor for Teaching should be as per following details:

For **Class-XI**

Stream	Physics	Chemistry	Math's	Total
Non-Medical*	2	2	2	6

Stream	Physics	Chemistry	Biology	Total
Medical*	2	2	1	5

Stream	
Commerce*	For teaching Accountancy, Economics, Mercantile law and quantitative aptitude total Three teachers are required.

For **Class-XII**

Stream	Physics	Chemistry	Math's	Total
Non-Medical*	2	2	2	6

Stream	Physics	Chemistry	Biology	Total
Medical*	2	2	1	5

Stream	
Commerce*	For teaching Accountancy, Economics, Mercantile law and quantitative aptitude total Three teachers are required.

* In case of any change in the pattern of examinations than the faculty for the same will be provided by coaching house within same resources.

Note:

1. Each Coaching House/Institute/Centre/Organization shall provide one coordinator.
2. Each Coaching House/Institute/Centre/Organization shall provide one counselor for time to time counseling of students.

3. Any additional supporting staff if required for extra work should also be arranged/ provided by the vendor for extra coaching at no extra cost.

8.6 Annexure-VI: Technical Proposal Checklist

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

Sr. No.	Specific Requirements	Kind of Document Attached	Compliance	Reference & Page Number
1.	EMD amount and streams applied		Yes / No	
2.	Annexure II		Yes / No	
3.	Annexure III		Yes / No	
4.	Relevant documents in support of be in business for more than last 2 years		Yes / No	
5.	Relevant Document for average turnover during the last two financial years.		Yes / No	
6.	Relevant document in support of Local Coaching Centre at _____.		Yes/No	
7.	Relevant document in support of total Regular Faculties in the House stream wise. (Average of last three years)		Yes/No	
8.	Relevant document in support of No. of Trained students stream wise last four years		Yes/No	
9.	Relevant documents in support of Total achievements at state /National level stream wise in last four years		Yes/No	

10.	List of faculty to be deployed stream wise along with compete bio data of each faculty as per Annexure IV		Yes/No	
11.	Detail of Syllabus to be covered		Yes/No	
12.	Detailed weekly or monthly schedule		Yes/No	
13.	Methodology		Yes/No	
14.	Frequency of conduct of tests and revision		Yes/No	
15.	Provision of online		Yes/No	
16.	Feedback system		Yes/No	
17.	Samples of study material subject wise		Yes/No	
18.	Provision of guidance and counseling		Yes/No	
19.	Self Certificate of Breach of contract		Yes/No	
20.	Self Certificate of Black listing		Yes/No	